

GRAHAM & JAMES

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August 20, 1993

WRITER'S DIRECT DIAL NUMBER

(213) 689-5137

Mr. Bradford C.D. Eisman
Harding Lawson Associates
3 Hutton Centre Drive, Suite 200
Santa Ana, California 92707

Re: Access Agreement - Property of Somitex Prints
of California
Our File Reference: 23382.6

Dear Mr. Eisman:

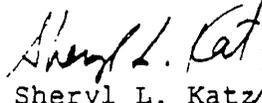
Somitex Prints of California ("Somitex") has asked me to review your request for access as part of your Phase II investigation of Utility Trailer Manufacturing Company ("UTM").

Somitex recognizes that as neighbors, it and UTM need from time to time to perform investigations on one another's facilities. In principal it does not object to your conducting the requested activities. However, it would like more protection than afforded by your proposed access agreement (which provides no protection for Somitex at all).

Mr. Bradford C.D. Eisman
August 20, 1993
Page 2

Accordingly, I have prepared the attached draft license agreement. Please call me to discuss it. Thank you for your assistance.

Best regards,


Sheryl L. Katz
of
GRAHAM & JAMES

SLK:slk
Enclosure

cc: Hidetoshi Asakura, Esq.
Gene Lucero (Latham & Watkins)
Rick Iwasaki (Somitex)

DRAFT

SITE ACCESS AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between Somitex Prints of California (Somitex), whose address is 17355 Railroad Street, City of Industry, California, 91748, and Utility Trailer Manufacturer (UTM), whose address is _____ and their employees, agents, contractors and subcontractors, including without limitation Harding Lawson Associates, whose address is _____, and whose project manager is _____ ("Contractor").

WITNESSETH:

WHEREAS, Somitex and UTM are located within an area known as the San Gabriel Valley Superfund Site (hereafter referred to as the "Site"), which is the subject of certain investigatory activities being required by the Regional Water Quality Control Board (RWQCB) and the Environmental Protection Agency (EPA),

WHEREAS, in connection with investigations the RWQCB is requiring UTM to perform certain investigatory activities on the Somitex property.

NOW, THEREFORE, in consideration of the mutual obligations, representations, and promises contained in this Agreement, Owner and Contractor hereby agrees as follows:

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UTM 003229

1. Owner hereby grants Contractor, subject to the terms and conditions of this agreement, a temporary license to enter upon the Property for purposes of conducting the work tasks ~~required~~ ^{in the approved work plan} by the RWQCB. ~~The Order of the RWQCB is attached as Appendix A.~~ This license shall continue for two months.

2. Within five days before entering the Somitex property, Contractor will provide Somitex with a description of the work to be performed, including an explanation of the machinery to be used and the location of the borings. Somitex will have two days to object.

3. Subject to paragraph 2, Somitex hereby agrees that Contractor may bring onto the property such equipment or machinery as may be reasonably necessary to conduct work required by the RWQCB.

4. Contractor shall conduct its activities without unreasonable interference with Somitex's business. Contractor shall give Somitex at least forty-eight (48) hours notice prior to conducting any activities on the Property, including locations and times at which the activities will take place. Contractor and its agents shall conduct the Activities in a manner which minimizes the interference with the use and enjoyment of the Property. Contractor shall require all personnel involved in activities at the Property to sign in with Owner's security personnel, if any, when entering the Property and to sign out when leaving the Property. Contractor personnel authorized to have access to the Property under this Agreement shall include RWQCB employees and authorized representatives for purposes of

conducting oversight of Contractor's activities.

5. Contractor agrees to maintain its equipment and other materials in an orderly manner while they are located on the Property and to remove all debris, trash, equipment and other materials used or caused by Contractor when each activity on the Property is completed. Upon completion of each activity on the Property, Contractor shall leave the Property in the same condition as before the activity began, to the extent possible, except for any monitoring wells or other items that are required by the Work Plans to remain in place for an extended period of time.

6. Contractor agrees to use best efforts to perform the Activities in a good and workmanlike manner and in accordance with generally accepted engineering practices in effect at the time the Activities are conducted and adopted by environmental firms performing services of a similar nature. Contractor agrees to indemnify, save and hold Owner harmless against all losses, cost, expenses, and damages suffered or incurred by Owner, Owner's lessees and the officers, directors, employees and agents of Owner and of lessees and the officers, directors, employees and agents of Owner and of Owner's lessees caused by the negligence, wrongful conduct, or a breach of this License Agreement by Contractor, their contractors, or subcontractors, employees and agents in performing Activities on the Property pursuant to this License except to the extent such losses, cost, expenses, and damages are caused by the negligence or wrongful conduct of Owner or Owner's lessees, their employees and agents.

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UTM 003231

Used for UTM contract.

7. The Contractor shall, during the term of this Agreement and at all times during which access is available to them, require all contractors or subcontractors performing the activities described in this Agreement, and their employees and agents, to maintain insurance with the following coverage, and list Somitex Prints of California as additional named insureds;

Workman's Compensation with statutory limits,

Automobile Liability with \$1,000,000 single limit or equivalent, and

Comprehensive General Liability, including contractor liability

covering contractor's obligations set forth in Paragraph 5., with

\$1,000,000 single limit or equivalent;

and shall, furnish to Somitex prior to entering onto the property certificates of insurance evidencing such coverage.

8. Somitex and any lessees, licensees or agents of Somitex agree not to prohibit, interfere with or obstruct such entry or Activities upon the Property, and not to cause or permit interference or obstruction by others.

9. Somitex agrees that the temporary license to enter hereby granted Contractor is binding upon both itself and any present or future lessees, occupants or owners of the Property and that Somitex will make any grant of rights to such lessees, occupants or owners subject to Contractor's license to enter.

10. The Contractor shall furnish, upon request, splits of any samples collected on the Property. Contractor shall also provide Somitex with copies of all

final sampling results and reports submitted to the RWQCB or the Environmental Protection Agency (EPA) ^{transmitting} ~~regarding~~ the results of Activities on the Property.

11. Contractors agrees that entry upon the property shall be limited to the extent necessary for the performance of the Activities undertaken by Contractor for the purposes expressed in this Agreement.

12. This Agreement is intended and shall be construed as a temporary license to enter and conduct the Activities upon the Property and not as a grant of easement or any other interest in the Property.

13. All notices, requests, demands and other communications which are required or permitted hereunder shall be delivered by hand, or mailed by registered or certified mail, postage prepaid, or sent by a recognized courier such as Federal Express as follows:

If to Somitex:

Rick Iwasaki

17355 Railroad Street

City of Industry,

California 91748

and

Graham & James

725 S. Figueroa, 34th Floor

Los Angeles, CA 90017

Attn: Sheryl L. Katz

If to Contractor to:

Any notice or other communication given in the aforesaid manner shall be deemed effective upon receipt.

14. This Agreement shall be binding upon the parties to this Agreement and their respective successors, representatives, heirs and assigns.

15. This Agreement may be executed in counterparts and becomes effective upon execution of a copy of the Agreement by each and every party.

IN WITNESSES HEREOF, the parties have executed this Agreement on the date set forth below their respective signatures.

INUSRISLKAOGMT58381

UTM 003234

SOMITEX:

CONTRACTOR:

DATE:

DATE:

I:\USR\SLKVAGMT\58381

UTM 003235

FACSIMILE TRANSMISSION

To: BOB COLETTAS

Fax Number: (818) 965-2010

From: BRAD EISMEN

Date: 8/24/93

Subject: SANITEX ACCESS

Project Number: _____

Number of pages (including this cover sheet): 9

Remarks:

BOB

THIS IS THE SANITEX/GRANHAM & JAMES
VERSION OF SITE ACCESS AGREEMENT. I'VE
GOOT MY LEGAL NAZIS GOING OVER IT NOW.
DOESN'T LOOK TOO BAD

BRAD

cc: _____

Transmitted by: _____

**If you do not receive all pages,
please call Mignonne at (714) 556-7992**

UTM 003237



Harding Lawson Associates
 Engineering and Environmental Services
 3 Hutton Centre Drive, Suite 300
 Santa Ana, CA 92707 - (714) 556-7992

FAX (714) 862-3297